sanitation. Complainants brought suit in equity to restrain the erection of the buildings. *Held,* apartment houses were not forbidden by the covenant in question. *Kitching* v. *Brown* (1905), — N. Y. —, 73 N. E. Rep. 241.

Three judges dissented on the ground that the apartment house differed from the tenement house only in degree and not in kind, and that accidental attributes furnish no basis for a legal distinction between them. In *White v. Collins,* 81 N. Y. S. 834 the same covenant was construed as not prohibiting the erection of an apartment house. In *Hutchinson* v. *Ulrich,* 145 Ill. 336, 21 L. R. A. 391, and *Holt* v. *Fleischman,* 78 N. Y. S. 647, a single dwelling house was construed as including an apartment house. In *Musgrave* v. *Sherwood,* 53 How. Pr. 311, and *Levy* v. *Schreyer,* 177 N. Y. 293, the construction of a tenement house was held to have violated a covenant against erecting anything but a private dwelling. In any case the language must be construed in connection with the circumstances and object in view when the covenant was made. *Recreation Co., Ltd.,* v. *Midland Ry. Co.,* 85 L. T. R. 278; *Hemsley* v. *Hotel Co.,* 62 N. J. Eq. 164; *Hayes* v. *Episcopal Church,* 196 Ill. 633. And all doubts should be resolved in favor of natural rights. *Clark* v. *Lee,* 185 Mass. 223; *Ind, Coope & Co.* v. *Hamblin,* 84 L. T. R. 168; *Hutchins* v. *Ulrich,* 145 Ill. 336. The modern apartment house, it would seem, is not the "dangerous, noxious, or offensive" habitation which was the subject of legislative investigation in 1867, when the statutes for the regulation of tenement houses were passed, which houses were apparently still undesirable dwellings in 1873, but is a modern creation designed for a different class of people. In regard to this distinction, see *White* v. *Collins,* 81 N. Y. S. 834, and N. Y. Laws 1892, Art. 480, p. 553.

DEEDS—STANDING TIMBER—CONSTRUCTION.—Defendant executed a contract, in form a deed, conveying to the plaintiff "all the timber and logs suitable to be manufactured into cross-ties," on described lots. The agreement specified a period of twelve months within which plaintiff was to convert the timber into cross-ties and remove the same; and, "at the expiration of said time this lease expires, and all the timber left (on the land) is to revert to the said T, his heirs and assigns." In this action of trover to recover for defendant's conversion of cross-ties left upon the land after the termination of the contract period, *Held,* that plaintiff took no absolute title to the timber, but had a mere license to cut and remove it for the stipulated purposes. *Johnson* v. *Truitt* (1905), — Ga. —, 50 S. E. Rep. 135.

Standing trees have been held a part of the realty in Georgia, hence a contract for their sale must be in writing to satisfy the statute of frauds. *Coody* v. *The Gress Lumber Co.,* 82 Ga. 793. This being true, it appears strange that a conveyance of timber, as in the principal case, should merely give the grantee a license to cut and remove it. While it is unquestioned that a license may be created in this way, it remains revocable, unless coupled with an interest in the subject-matter of the grant. TIFFANY, LAW OF REAL PROPERTY, Vol. 1, pp. 680-682. In many jurisdictions, such a conveyance as that in the principal case is held to pass an absolute title to the timber granted. *White* v. *Foster,* 102 Mass. 375; *Magnetic Oil Co.* v. *Marbury Lumber Co.,* 104 Ala. 465; *Erskine* v. *Savage,* 96 Me. 57; *Hodges* v. *Buell et al.,*

95 N. W. Rep. 1078, where the Michigan cases are reviewed at length. And even though the period of removal be limited, and it be provided that the timber not removed during such period shall belong to the grantor, this will not prevent the title vesting in the grantee, according to the preceding authorities. While the principal case holds that ties manufacured by the plaintiff prior to the termination of the contract period, but left upon defendant's land, would not be lost to the plaintiff under the forfeiture clause, yet one court allowed the grantee a reasonable time after such period in which to remove the ties without incurring liability as a trespasser. *Hubbard et al.* v. *Burton,* 75 Mo. 65.

EQUITY—POSSESSION OF PERSONAL PROPERTY.—Complainant owned a number of logs in a boom formerly held by it under a lease. Defendant, in possession of the boom as a subsequent lessee, refused to allow the logs to be removed. In a suit to enjoin further interference with the removal, *Held,* that injunction would not issue. *Yellow Pine Export Co.* v. *Sutherland-Innes Co.* (1904). — Ala. —, 37 So. Rep. 922.

In most instances of wrongful detention of a chattel the owner has an adequate remedy in trover or replevin, and for this reason cannot go into equity. POMEROY'S EQ. JUR., Sec. 177; *His Imperial Majesty, etc.,* v. *Providence Tool Co.,* 23 Fed. Rep. 572; *Durant* v. *Einstein,* 35 How. Pr. 223, 248; *Mackey* v. *Michelstetter,* 77 Wis. 210, 45 N. W. Rep. 1087. However, the mere fact that the subject matter of the controversy is a chattel is not controlling. The real test is the adequacy of the legal remedy. For this reason equity will decree the delivery of a negotiable instrument on the ground that possession might not be obtained by replevin and that insolvency of the debtor could be shown in mitigation of damages. *Scarborough* v. *Scotter,* 69 Md. 137, 139, 14 Atl. Rep. 704; *Gibbens* v. *Peeler,* 25 Mass. 254; *Binseil* v. *Cashion,* 60 N. J. Eq. 116, 47 Atl. Rep. 456. So also the jurisdiction of equity embraces suits where the chattel is of peculiar value to the complainant, *McRea* v. *Walker,* 5 Miss. 455; or where the facts are too complicated to be properly considered by a jury, *Mo. Broom Mfg. Co.* v. *Guymon,* 115 Fed. Rep. 112; or where damages cannot be ascertained by reference to a market. *Paxton* v. *Danforth's Admr.,* 1 Wash. 120, 23 Pac. Rep. 805; or where the remedy at law is doubtful and uncertain. *American Ins. Co.* v. *Fisk,* 1 Paige 90. But it is not enough to show merely that title depends upon the construction of a will. *Hale* v. *Clarkson,* 23 Gratt. 42. The exercise of this jurisdiction is largely discretionary, and the present case shows to what extent practitioners will sometimes go in attempting to avail themselves of the advantages attaching to the processes of a court of equity. The complainant contended that removal could be accomplished more easily by it under protection of the court than by officers of the law, but the refusal of an injunction was unquestionably proper. *Jones* v. *McKenzie,* 122 Fed. Rep. 390; *Barkey* v. *Johnson,* 90 Minn. 33, 95 N. W. Rep. 583; *Keystone Electric Light, etc., Co.* v. *People's Electric Light, etc., Co.,* 200 Pa. St. 366, 49 Atl. Rep. 951.

EVIDENCE—HYPOTHETICAL QUESTION.—In an action for damages for personal injuries, a physician called by plaintiff testified that he examined the plaintiff two weeks after the accident and that he found an "old scar" just